

MONTREAL MEDIA ENTERTAINMENT BUILDING INC.

5 Place Ville Marie
Suite 1537
Montreal (Quebec)
H3B 2G2

Telephone : (514) 866-8666 - Telecopier : (514) 866-2960

November 5, 2004

3702669 CANADA INC.
C/O Mr. Issie Wiseman
5540 Ferrier Street
Montreal, Quebec H4P 1M2

Re: Lease renewal
482-488 St. Catherine Street

Dear Mr. Wiseman :

We propose to renew the term of your lease for an additional period of 5 years, commencing March 1st, 2005 subject to the following rental terms, conditions and modifications :

- I. The agreement of sublet dated February 8, 2000 entered into between Carleys Fashions Inc. as the Sub-Lessor and 3702669 Canada Inc. (Phat Pharm) as the Sub-Lessee shall convert into the principal lease (headlease) between the building owner, Montreal Media Entertainment Inc. ("Landlord") and Phat Pharm ("Tenant"), subject to the amendments and modifications herein below :
 - a) The annual rental payable for the premises shall be established as follows on a net net net care free, rental basis to the Landlord.

Period	Total s/f	\$ per s/f	Monthly rent	Annual rent
March 1, 2005-2006	3258	\$46	\$12,489.00	\$149,868.00
2006-2007	3258	\$48	\$13,032.00	\$156,384.00
2007-2008	3258	\$50	\$13,575.00	\$162,900.00
2008-2009	3258	\$53	\$14,389.00	\$172,674.00
2009-2010	3258	\$56	\$15,204.00	\$182,448.00

...2

*Which shall not include any
business or non-residential taxes
which are normally payable by
individual tenants.
(IN OTHER WORDS NO ALLOCATION
OF SUCH CHARGES)*

- b) Effective as of the renewal term: commencing March 1, 2005, the Tenant shall be responsible for all business taxes, non residential taxes, water taxes against the premises, as well as for its proportional share of the building municipal real estate taxes, school taxes and comprehensive building and liability insurance;
- c) The Tenant shall be responsible for its own utilities, as well as the maintenance, repairs and replacement of any HVAC systems located within the premises;
- d) All goods and services taxes, harmonized taxes or value added taxes, whether national, provincial or local shall be an addition to the rental herein above stated :
- e) There shall be no free abatements or credits for any rental, during the renewal term;
- f) There shall be no renovations required of the Landlord to the premises;
- g) There shall be no right to option to cancel the renewal term before its expiration date, provided hereinabove; *subject to subparagraph (i) below*
- h) All others terms of the Sub-Lessee not otherwise inconsistent with this document, shall remain in effect.
- i) That after twenty four (24) months into this renewal term, the Tenant may elect to issue a letter, notifying the Landlord that it wishes to resiliate the lease at the expiration of any twelve months (12) period following the issuance of the Tenant notice.

In such event, the lease shall terminate without penalty and/or demand for any accelerated rental.

MONTREAL MEDIA ENTERTAINMENT BUILDING INC.

Per: 

Glenn J. Feldman

We hereby accept to renew our lease on this 15 day of November 2004.

3702669 CANADA INC.

Per: 

Issie Wiseman